



GRANT

(cost reimbursement grant to a federal or Tennessee local or quasi-governmental entity)

Agency Tracking #

31601-01410

Edison ID

Contract #: 12130

Edison vendor ID: 44

Grantee (legal entity name)

Shelby County Government

Grantee Federal Employer Identification #

☒ C- 626000841

Service

Juvenile Accountability Block Grant

Grant Begin Date

10/1/2009

Grant End Date

9/30/2010

Subrecipient or Vendor

☒ Subrecipient ☐ Vendor

CFDA #(s)

16.523

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
FY 2010		199,785.00			199,785.00
FY2011					
TOTAL:		199,785.00			199,785.00

American Recovery and Reinvestment Act (ARRA) Funding - ☐ YES ☒ NO

— OCR Use —

Agency Contact & Telephone #

Carol White 615-253-8914

Agency Budget Officer Approval (there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

J. Allow Staley

Speed Code

Account Code

71301000

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE COMMISSION ON CHILDREN AND YOUTH
AND
SHELBY COUNTY GOVERNMENT**

This Grant Contract, by and between the State of Tennessee, Tennessee Commission on Children and Youth, hereinafter referred to as the 'State' and Shelby County Government, hereinafter referred to as the "Grantee," is for the provision of Juvenile Accountability Block Grant (JABG) program services, as further defined in the "SCOPE OF SERVICES."

Grantee Federal Employer Identification Number: 626000841

A. SCOPE OF SERVICES:

- A.1. The Grantee shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. Purpose Areas. The Grantee, in collaboration with the Commission on Missing and Exploited Children, District Attorney General's Office and Juvenile Court, shall implement programs to reduce juvenile delinquency, increase accountability in the juvenile justice system and for juvenile offenders. The primary focus areas of the program are education and training, drug testing and counseling, prosecution of violent offenders, and psychological testing for court children, as further specified and detailed in Attachment C, Grantee's Proposal. The Grantee shall serve 5,000 at an average cost per child of \$40.
- A.3. Performance Tracking. The Grantee shall track performance using federally defined output and outcome measures for the single purpose area, as further specified and detailed in Attachment C, Program Narrative.
- A.4. Additional Requirements. The Grantee shall comply with requirements regarding documentation, subcontracting, and criminal background and sex registry checks included in Attachment B, Additional Requirements.
- A.5. Incorporation of Additional Documents. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance under this Grant Contract, the following documents included by reference shall govern in order of precedence as detailed below.
 - a. this Grant Contract and all of its attachments and exhibits, excluding the following items incorporated by reference;
 - b. the state grant proposal solicitation (resulting in this Grant Contract) and any associated amendments; and
 - c. the Grantee's Proposal attached hereto to elucidate the Grant Contract scope of services.

B. GRANT CONTRACT TERM:

- B.1. Term. This Grant Contract shall be effective for the period commencing on October 1, 2009 and ending on September 30, 2010. The State shall have no obligation for services rendered by the Grantee which are not performed within the specified period.
- B.2. Term Extension. The State reserves the right to extend this Grant Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than two (2) years, provided that such an extension of the contract term is effected prior to the current, contract expiration date by means of an amendment. If the term

extension necessitates additional funding beyond that which was included in the original Grant Contract, such funding will also be effected through an amendment.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Hundred Ninety-Nine Thousand Seven Hundred Eighty-Five Dollars (\$199,785.00). The Grant Budget, attached and incorporated herein as a part of this Grant Contract as Attachment A, shall constitute the maximum amount due the Grantee for the service and all of the Grantee's obligations hereunder. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The maximum liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, to:

Tennessee Commission on Children and Youth
Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, TN 37243-0800

- a. Each invoice shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information:
- (1) Invoice/Reference Number (assigned by the Grantee);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which the reimbursement request is applicable);
 - (4) Grant Contract Number (assigned by the State to this Grant Contract);
 - (5) Account Name: Tennessee Commission on Children and Youth;
 - (6) Account/Grantor Number (uniquely assigned by the Grantee to the above-referenced Account Name);
 - (7) Grantee Name;
 - (8) Grantee Federal Employer Identification Number or Social Security Number (as referenced in this Grant Contract);
 - (9) Grantee Remittance Address;
 - (10) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
 - (11) Complete Itemization of Reimbursement Requested for the Invoice Period, which shall detail, at minimum, the following:
 - i. Reimbursement Amount Requested by Grant Budget Line-Item for the invoice period (including any travel expenditure reimbursement requested in accordance with and attaching to the invoice appropriate

- documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations");
 - ii. Amount Reimbursed by Grant Budget Line-Item to Date;
 - iii. Total Amount Reimbursed under the Grant Contract to Date; and
 - iv. Total Reimbursement Amount Requested (all line-items) for the invoice period.
 - b. The Grantee understands and agrees that an invoice to the State under this Grant Contract shall:
 - (1) include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described in Grant Contract Section A subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements; and
 - (2) not include any reimbursement requests for future expenditures.
 - c. The Grantee agrees that timeframe for reimbursement begins when the State is in receipt of each invoice meeting the minimum requirements above.
 - d. The Grantee shall complete and sign a "Substitute W-9 Form" provided to the Grantee by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Grant Contract for the Grantee. The Grantee shall not invoice the State under this Grant Contract until the State has received this completed form.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may request revisions of Grant Budget line-items by letter, giving full details supporting such request, provided that such revisions do not result in funding for a line-item that was previously funded at zero dollars (\$0.00) and do not increase the total Grant amount. Grant Budget line-item revisions may not be made without prior, written approval of the State in which the terms of the approved revisions are explicitly set forth. Any such approval shall be superseded by a subsequent revision of the Grant Budget by contract amendment, and any increase in the total Grant amount shall require a contract amendment.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a final invoice and grant disbursement reconciliation report within thirty (30) days of the Grant Contract end date and in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the Section C, Payment Terms and Conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the final invoice and grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the final invoice to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the grant period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect cost, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency and

the State. The Grantee will be reimbursed for indirect cost in accordance with the approved indirect cost rate to amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the grant period. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency and the State. If the indirect cost rate is provisional during the term of this agreement, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Grant Contract period.
- C.10. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the costs invoiced therein.
- C.11. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, not to constitute allowable costs.
- C.12. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Grantee under this or any Contract between the Grantee and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Grantee.
- C.13. Automatic Deposits. The Grantee shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Grantee by the State. Once this form has been completed and submitted to the State by the Grantee all payments to the Grantee, under this or any other contract the Grantee has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Grantee shall not invoice the State for services until the Grantee has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. Should the State exercise this provision, the Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract,

the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- D.8. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.9. Public Accountability. If the Grantee is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Grantee shall display in a prominent place, located near the passageway through which the public enters in order to

receive Grant supported services, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

- D.10. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee shall include the statement, "This project is funded under an agreement with the Tennessee Commission on Children and Youth." Any such notices by the Grantee shall be approved by the State.
- D.11. Licensure. The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.12. Records. The Grantee (and any approved subcontractor) shall maintain documentation for all charges under this Contract. The books, records, and documents of the Grantee (and any approved subcontractor), insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the state agency, the Comptroller of the Treasury, or their duly appointed representatives. The records of not-for-profit entities shall be maintained in accordance with the *Accounting Manual for the Recipients of Grant Funds in the State of Tennessee*, published by the Tennessee Comptroller of the Treasury (available at <http://comptroller.state.tn.us/ma/nonprofit/nonprofit1.pdf>). The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.13. Prevailing Wage Rates. All grants and contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*
- D.14. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.15. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.16. Annual Report and Audit. The Grantee shall prepare and submit, within nine (9) months after the close of the reporting period, an annual report of its activities funded under this Grant Contract to the commissioner or head of the Granting agency, the Tennessee Comptroller of the Treasury, and the Commissioner of Finance and Administration. The annual report for any Grantee that receives five hundred thousand dollars (\$500,000) or more in aggregate federal and state funding for all its programs shall include audited financial statements. All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Grantee may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the *Audit Manual for Governmental Units and Recipients of Grant Funds* published by the Tennessee Comptroller of the Treasury. The Grantee shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Grantee shall be subject to the provisions relating

to such fees contained in the prescribed contract form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the State Granting Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

- D.17. Procurement. If the other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method was not practical, said documentation shall include a written justification for such decision and non-competitive procurement. Further, if such reimbursement is to be made with funds derived wholly or partially from federal sources, the determination of cost shall be governed by and reimbursement shall be subject to the Grantee's compliance with applicable federal procurement requirements.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

- D.18. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.19. Independent Contractor. The parties hereto, in the performance of this Grant Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, *Tennessee Code Annotated*, Sections 29-20-101 *et seq.*, for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the State beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

- D.20. State Liability. The State shall have no liability except as specifically provided in this Grant Contract.
- D.21. Force Majeure. The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.22. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.23. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

- D.24. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.25. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.26. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Linda O'Neal, Executive Director
Tennessee Commission on Children and Youth
Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, TN 37243-0800
Linda.ONeal@tn.gov
Telephone # 615-741-2633
FAX # 615-741-5956

The Grantee:

A.C. Wharton, Jr., Mayor
Shelby County Government
160 North Main, Suite 850
Memphis, TN 38103
robin.collins@shelbycountyttn.gov
Telephone # 901-545-4474

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Grant Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Grant Contract upon written notice to the Grantee. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should

such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Voluntary Buyout Program. The Grantee acknowledges and understands that, for a period of two years beginning August 16, 2008, restrictions are imposed on former state employees who received a State of Tennessee Voluntary Buyout Program (VBP) severance payment with regard to contracts with state agencies that participated in the VBP.
- a. The State will not contract with either a former state employee who received a VBP severance payment or an entity in which a former state employee who received a VBP severance payment or the spouse of such an individual holds a controlling financial interest.
 - b. The State may contract with an entity with which a former state employee who received a VBP severance payment is an employee or an independent contractor. Notwithstanding the foregoing, the Grantee understands and agrees that there may be unique business circumstances under which a return to work by a former state employee who received a VBP severance payment as an employee or an independent contractor of a State grantee would not be appropriate, and in such cases the State may refuse Grantee personnel. Inasmuch, it shall be the responsibility of the State to review Grantee personnel to identify any such issues.
 - c. With reference to either subsection a. or b. above, a grantee may submit a written request for a waiver of the VBP restrictions regarding a former state employee and a contract with a state agency that participated in the VBP. Any such request must be submitted to the State in the form of the *VBP Contracting Restriction Waiver Request* format available from the State and the Internet at: www.state.tn.us/finance/rds/ocr/waiver.html. The determination on such a request shall be at the sole discretion of the head of the state agency that is a Party to this Grant Contract, the Commissioner of Finance and Administration, and the Commissioner of Human Resources.
- E. 5. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- E. 6. No Equipment Acquisition. This Grant Contract does not involve the acquisition and disposition of equipment acquired with funds provided under this Grant Contract.
- E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.8. Metropolitan Government of Nashville and Davidson County. While it is the policy of the Metropolitan Government of Nashville and Davidson County not to discriminate on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities, the Metropolitan Government advises that it is currently responding to allegations brought by private litigants that it is not in complete compliance with all aspects of the ADA. The Metropolitan Government is currently engaged in communications with the Department of Justice to assure Metro's compliance will be satisfactory.

IN WITNESS WHEREOF,

SHELBY COUNTY GOVERNMENT:

GRANTEE SIGNATURE

DATE

A.C. WHARTON, JR., MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

TENNESSEE COMMISSION ON CHILDREN AND YOUTH:

LINDA O'NEAL, EXECUTIVE DIRECTOR

DATE

ATTACHMENT A

GRANT BUDGET

(BUDGET PAGE 1)

FY10 JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG)				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning 10/1/2009, and ending 9/30/2010.				
POLICY 03 Object Line-Item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹ (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1 & 2	Salaries and Benefits & Taxes	104,817.00	11,646.00	116,463.00
4, 15	Professional Fee/ Grant & Award ²	87,678.00	9,742.00	97,420.00
5, 6, 7, 8, 9, 10, 11 & 12	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications, and Travel/ Conferences & Meetings	7,290.00	810.00	8,100.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
25	GRAND TOTAL	199,785.00	22,198.00	221,983.00

¹ Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: www.state.in.us/finance/rds/oct/policy03.pdf).

² Applicable detail attached if line-item is funded.

ATTACHMENT A (continued)**GRANT BUDGET LINE-ITEM DETAIL****(BUDGET PAGE 2)**

PROFESSIONAL FEE/ GRANT & AWARD	AMOUNT
Commission on Missing and Exploited Children (COMEC) to receive the salary and fringe benefit of a Youth Programs Coordinator, Life Skills training sessions, the hotline will be funded, drug test kits and education materials and supplies and payroll services.	60,552.00
Professional fee for Juvenile Court computer system enhancements	27,126.00
TOTAL	87,678.00

ATTACHMENT B. ADDITIONAL REQUIREMENTS

1. **DOCUMENTATION-** To ensure that all sub-recipients are fully aware of the importance of maintaining written document, the following requirement statement is provided:

Department of Finance and Administration Policy 22 requires that all sub-recipients receiving state and/or federal funds from state departments, agencies, and commissions in Tennessee be monitored on a regular basis following monitoring guidelines established by the Department of Finance and Administration in consultation with the Comptroller of the Treasury. Core monitoring areas to be covered include: activities allowed or not allowed, civil rights, allowable costs/costs principles; eligibility; matching; level of effort, and earmarking; program income; cash management; Davis-Bacon Act; equipment and real property management; period of availability of funds; procurement, suspension and debarment; real property acquisition and relocation assistance; reporting; and special tests and provisions. Your contract will be monitored by TCCY following these guidelines. It is important that each sub-recipient receiving TCCY funds maintain written documentation to support program and fiscal activities included in your approved contract and application. The absence of written documentation could result in monitoring findings.

2. **SUBCONTRACTING-** Section D.5 of your TCCY contract states that "The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Grant Contract below pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall be the prime contractor and shall be responsible for all work performed." Please provide the information below if your agency seeks to subcontract.

- a. Your completed sub-contract(s) before final execution. The Specialist will inform you within one week in writing if your subcontract has been approved.
- b. A written rationale for entering into the sub-contract (i.e. lack of necessary expertise on staff, lack of staff time, etc.).
- c. A description of the process used by your agency in selecting a particular sub-contract proposal (i.e. request for proposals, sole-source, referral, newspaper ad, etc.).
- d. A description of the criteria used by your agency in selecting a particular sub-contractor (i.e. ratings sheet, interview results, etc.) and an explanation as to why a particular sub-contractor was selected.
- e. If the agency signature on the sub-contract is to someone other than the signatory on your TCCY contract, a copy of the written authorization to enter into the sub-contract from the signatory to the person who signed the sub-contract.
- f. An explanation from your agency if the sub-contractor recipient, or sub-contractor corporation officials, are related by birth or marriage to officers of your agency, staff members of your agency, or members of your authorizing board of commissions.

3. **CRIMINAL BACKGROUND & SEX REGISTRY CHECKS-** Beginning on July 1, 2004, TCCY is requiring that all staff and volunteers who provide direct services to minors, be required to undergo criminal background and sex registry checks prior to their employment or volunteer service. All documentation supporting the background and sex registry checks should be retained by the agency and available for monitoring review.

Tennessee Commission on Children and Youth
Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, TN 37243

**JUVENILE ACCOUNTABILITY BLOCK GRANT
PASS THROUGH GRANT APPLICATION**

Page 1 of 2

Date received (TCCY use only)

Application No. (TCCY use only)

62-60000841

1. Applicant (name, address, phone #)

Shelby County Government
160 North Main, Suite 850
Memphis, TN 38103
(901)545-4500

E-mail: ac.wharton@shelbycountyttn.gov

4. Implementing agency (name, address, phone)

Shelby County Government
160 North Main, Suite 850
Memphis, TN 38103

E-mail:

6. Type of application:

Initial ☐ Continuation ☒

Previous grant number:

GG-09-26434-00

2. Head of Applying agency
(name/title)

A C Wharton, Jr., Mayor

5. Project Director (name, address, phone)

Heidi Verbeek
160 North Main
Memphis, TN 38103
(901)545-5404

E-mail: heidi.verbeek@shelbycountyttn.gov

7. Beginning Date Oct 1, 2009

Ending Date Sep 30, 2010

8. Total number of pages in application

9. Project Title:

10. Brief project summary: (Do not attach additional pages)

Total number of children to be served 5,000

Shelby County Government with the Commission on Missing and Exploited Children, District Attorney General's Office and Juvenile Court will, through collaboration efforts, implement programs to reduce juvenile delinquency, increase accountability in the juvenile justice system and for juvenile offenders. The primary focus will be education and training, drug testing and counseling, prosecution of violent offenders and psychological testing for court children

11. Total number of employees in implementing agency: 6500

Does your agency have an EEO Plan? Yes ☒ No ☐

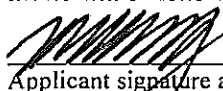
Does your agency have written policies and procedures for employees? Yes ☒ No ☐

12. Applicant's Federal Identification Number:

62-60000841

13. Proposed project budget summary (Must be consistent with Detailed Budget)	Federal Requested Amount	Cash Match	Total Budget	Approved Amount (for TCCY use only)
A. Personnel:				
1. Salaries	\$83,046.00	\$9,227.00	\$92,273.00	
2. Fringe Benefits	\$21,771.00	\$2,419.00	\$24,190.00	
B. Equipment				
C. Travel				
D. Training				
E. Consultants & Contracted Providers	\$87,678.00	\$9,742.00	\$97,420.00	
F. Supplies and Operations	\$7,290.00	\$810.00	\$8,100.00	
G. Communications				
Budget Total	\$199,785.00	\$22,198.00	\$221,983.00	

14. I, the undersigned authorized representative of the applicant, do submit this application on behalf of the applicant. If awarded a grant to implement the provisions herein, I do certify that all applicable Federal and State laws, rules, and regulations applicable hereto will be followed.

 06-24-09
Applicant signature and date

Mayor

(Title)

 06-24-09
Endorsed by head of implementing agency: signature and date

Mayor

(Title)

Submit one copy of complete application with original signatures and 14 copies (15 total).

CY-0099a (Rev.9/08)

SHARED SERVICES

RDA 1681

F A A

02 6 JUN 8 100 0002

RECEIVED

DETAILED BUDGET

BUDGET CATEGORY	Requested Federal Amount	Cash Match	Approved Amount (TCCY use only)
PERSONNEL: (Included title, annual salary, and % time devoted Project)			
1. Salaries			
A: Assistant District Attorney - \$92,273 – FTE – 100%	83,046	9,227	
2. Fringe Benefits (Itemize fringe benefits and costs)			
A: Assistant District Attorney - \$24,190	21,771	2,419	
Sub-total	104,817	11,646	
EQUIPMENT: (Itemize with each unit cost)			
Sub-total			
TRAVEL: (Itemize travel expenses – local and out-of-state.)			
Sub-total			
CONSULTANTS: (List by name, type of services provided, fee, and other expenses per engagement)			
Juvenile Court will enhance their computer system	27,126	3,014	
MEC will receive the salary and fringe benefit of a Youth Programs Coordinator (\$65,790 – FTE – 100%); Mileage (200 miles x \$0.54 = \$108); Manpower Payroll Services (Administrative Fee: payroll provider \$1,600/wk (52 wks) = \$2,579.20); Supplies such as Drug test kits and substance abuse kits, promotional materials/supplies for community events and basic office supplies; Teen Drug Hotline, MCI and AT&T Mobility Internet	60,552	6,728	
Sub-total	87,678	9,742	
E. SUPPLIES AND OPERATIONS: (List all items within this category by major type – supplies, utilities, etc.)			
Juvenile Court will purchase supplies for the GOAL program and for the court's Training Library. Juvenile Court will also purchase 2 Scanners	7,290	810	
Sub-total	7,290	810	
COMMUNICATIONS: (Includes land line, cellular service and Internet service)			
Sub-total			
Other: (Includes training, tuition, registration, materials, etc.)			
Sub-total			
I. BUDGET TOTALS	199,785	22,198	

BUDGET NARRATIVE 2009- 2010

A. Personnel

1. **Salary** Federal: \$83,046 Match: \$9,227 Total: \$92,273
Assistant District Attorney (DA) – 100% effort devoted to prosecuting violent crimes at Juvenile Court. The federal amount requested for the prosecutor's salary at 100% effort is \$83,046. The match provided is \$9,227 ($\$92,273 \times 10\%$)
2. **Fringe** Federal: \$21,771 Match: \$2,419 Total: \$24,190
Assistant District Attorney (DA) – Fringe requested are computed at a total cost of \$24,190. The federal amount requested is \$21,771 and the match is \$2,419 ($\$24,190 \times 10\%$).

B. Equipment Federal: \$0 Match: \$0 Total: \$0

C. Travel Federal: \$0 Match: \$0 Total: \$0

D. Consultants Federal: \$87,678 Match: \$9,742 Total: \$97,420
COMEC will receive funds for a Youth Programs Coordinator – 100% effort devoted to provide education and counseling to juveniles and parents. The federal amount requested for the coordinator's salary at 100% effort is \$37,440. The match is \$4,160 ($\$41,600 \times 10\%$). Fringe requested are computed at a total cost of \$7,114. The federal amount requested is \$6,402 and the match is \$711 ($\$7,114 \times 10\%$). COMEC will contract services with Manpower (payroll service provider) to prepare and distribute payroll checks and to maintain payroll records. Administrative fees are \$49.60/wk for a total of 52 weeks. The federal amount requested is \$2,321 and the match is \$258 ($\$2,579 \times 10\%$). Travel funds will be used for Youth Program Coordinator for mileage reimbursement to various COMEC events, Seminars, Training classes and meetings. Mileage is estimated at 200 miles \times \$0.54 per mile. The federal amount requested is \$97 and the match is \$11 ($\$108 \times 10\%$). COMEC will use supply/operation funds to purchase Drug Test Kits, Lab Kits, promotional items such as signs, banners, table cloths and office supplies such as paper, stationary, markers, pens, etc. The federal amount requested is \$12,056 and the match is \$1,340 ($\$13,396 \times 10\%$). COMEC will use communication funds to provide a Hotline for teens and parents who need counseling or assistance regarding teen drug use/abuse. The federal amount requested is \$2,236 and the match is \$248 ($\$2,484 \times 10\%$). Juvenile Court will contract services for computer system enhancements. The federal amount requested is \$27,126 and the match is \$3,014 ($\$30,140 \times 10\%$).

E. Supplies/Operations Federal: \$7,290 Match: \$810 Total: \$8,100
Juvenile Court will use supply/operation funds to purchase educational and training supplies and 2 document image scanners for the GOAL program. The federal amount requested is \$7,290 and the match is \$810 ($\$8,100 \times 10\%$).

F. Communications Federal: \$0 Match: \$0 Total: \$0

H. Budget Totals Federal: \$199,785 Match: \$22,198 Total: \$221,983

Match provisions: Each agency (primary and sub-recipient) will provide matching funds of 10% of the total project cost.



Shelby County Government

A C Wharton, Jr.
Mayor

April 30, 2009

Zanira Whitfield
Tennessee Commission on Children & Youth
710 James Robertson Parkway, 9th Floor
Nashville, TN 37243-0800

Dear Ms. Whitfield,

Please find enclosed the Shelby County Government 2nd Quarter Report for the Juvenile Accountability Block Grant. Included with the report is the consolidated Report of Expenditures and the itemized detail from each of the sub-recipient agencies. Performance measurement data is also included.

I have also enclosed the letter from Shelby County Mayor A C Wharton, Jr. accepting the allocation of \$151,310.00 in JABG funding for 2009 and the letter from Memphis Mayor Willie Herenton waiving the city's allocation of \$48,475.00 to Shelby County Government.

Please let me know if you have any questions or need additional information.

Best regards,

A handwritten signature in black ink, appearing to read "Dottie Jones", with a long horizontal line extending from the end of the signature.

Dottie Jones
Director
Division of Community Services



STATE OF TENNESSEE
TENNESSEE COMMISSION ON CHILDREN AND YOUTH

Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, Tennessee 37243-0800
(615) 741-2633 (FAX) 741-6856
1-800-254-0904

Certification of Use of Juvenile Accountability Block Grant (JABG) Funds

Please check ONE of the following options.

I, A C Wharton, Jr., Chief Executive Officer of Shelby County, Tennessee choose to.
(County, City, or Township)

1. ☒ Accept the allocation of funds in the JABG Program in 2009. By accepting the amount of \$151,310.00 of JABG funds, I certify that funds will be expended under the terms and conditions of the program. We understand and acknowledge that we are responsible for expenses in accordance with state and federal regulations.
2. ☐ Decline the allocation of funds in the JABG Program in 2009.
3. ☐ * Waive the allocation of funds to another unit of local government (county, city, or township), as indicated below. If exercising option 3, PLEASE COMPLETE THIS PAGE ONLY AND MAIL IT TO THE ADDRESS BELOW

Agency to which funds are waived.	Contact Name:
Name: _____	Title: _____
Address: _____	Phone #: _____
_____	FAX: _____
_____	E-mail: _____
Authorized signature _____	Date _____
Title _____	County, City, or Township _____

Acceptance of award (signature)

Apr 17, 2009
Date

*Note: If you waive your funds to another local unit of government, you MUST receive services in return. If you receive waived funds from another local unit of government, you MUST provide services in return.



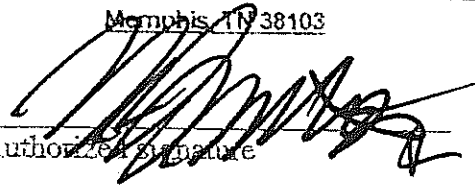
STATE OF TENNESSEE
TENNESSEE COMMISSION ON CHILDREN AND YOUTH
Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, Tennessee 37243-0800
(615) 741-2633 (FAX) 741-5956
1-800-264-0904

Certification of Use of Juvenile Accountability Block Grant (JABG) Funds

Please check ONE of the following options:

I, Willie W. Herenton, Chief Executive Officer of Memphis, Tennessee choose to:
(County, City, or Township)

1. ☐ Accept the allocation of funds in the JABG Program in 2009. By accepting the amount of \$48,475.00 of JABG funds, I certify that funds will be expended under the terms and conditions of the program. We understand and acknowledge that we are responsible for expenses in accordance with state and federal regulations.
2. ☐ Decline the allocation of funds in the JABG Program in 2009.
3. ☒ Waive the allocation of funds to another unit of local government (county, city, or township), as indicated below. If exercising option 3, PLEASE COMPLETE THIS PAGE ONLY AND MAIL IT TO THE ADDRESS BELOW.

Agency to which funds are waived	Contact Name: <u>Heidi Verbeek</u>
Name: <u>Shelby County Government</u>	Title: <u>Deputy Director</u>
Address: <u>160 North Main Street, Room 1150</u>	Phone #: <u>901-545-5404</u>
<u>Memphis, TN 38103</u>	FAX: <u>901-545-4473</u>
	E-mail: <u>heidi.verbeek@shelbycountyttn.gov</u>
Authorized signature	<u>4/29/2009</u> Date
<u>Mayer</u>	<u>City of Memphis</u>
Title	County, City, or Township

Acceptance of award (signature)

Date

*Note: If you waive your funds to another local unit of government, you MUST receive services in return. If you receive waived funds from another local unit of government, you MUST provide services in return.

APPROVED AS TO FORM

CITY ATTORNEY



STATE OF TENNESSEE

TENNESSEE COMMISSION ON CHILDREN AND YOUTH

Andrew Johnson Tower, Ninth Floor
710 James Robertson Parkway
Nashville, Tennessee 37243-0800
(615) 741-2633 (FAX) 741-5956
1-800-264-0904

Program Purpose Area Indication JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG) 2009 - 2010 LOCAL ENTITLEMENT GRANTS

Check the Program Purpose Area this grant will support.
Please choose only **ONE** program purpose area

PROGRAM PURPOSE AREA (see descriptions on reverse side)

- | | |
|--------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> 1. Graduated sanctions | <input type="checkbox"/> 10. Information-Sharing Programs |
| <input type="checkbox"/> 2. Corrections/detention facilities | <input checked="" type="checkbox"/> 11. Accountability-Based Programs |
| <input type="checkbox"/> 3. Court staffing and pretrial services | <input type="checkbox"/> 12. Risks and needs assessment |
| <input type="checkbox"/> 4. Prosecution: Hiring | <input type="checkbox"/> 13. School safety |
| <input type="checkbox"/> 5. Prosecution: Drugs, Gangs, Violence | <input type="checkbox"/> 14. Restorative justice |
| <input type="checkbox"/> 6. Training for law enforcement and court staff | <input type="checkbox"/> 15. Juvenile courts and probation |
| <input type="checkbox"/> 7. Juvenile gun courts | <input type="checkbox"/> 16. Detention/corrections personnel |
| <input type="checkbox"/> 8. Juvenile drug courts | <input type="checkbox"/> 17. Pre-release/post-release systems |
| <input type="checkbox"/> 9. Juvenile records system | |

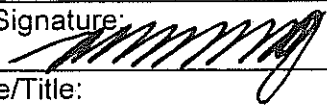
* Construction requires a 50% cash match of total projected costs. TCCY DOES NOT FUND CONSTRUCTION PROJECTS.

I, A C Wharton, Jr., Mayor
(Name/Title)

acting for Shelby County, Tennessee do certify that the above information is true:
(Name of City/County/Township)

ASSURANCES

- ☐ 1. We have established a STATE ADVISORY BOARD MEMBERSHIP (SABM) in accordance with the Federal Guidelines (see attached list);
- ☐ 2. Our STATE ADVISORY BOARD MEMBERSHIP has developed a Coordinated Enforcement Plan and it is attached.
- ☐ 3. We have or (will have) the required cash match.

Authorized Signature: 	Date: <u>06-24-09</u>
Typed Name/Title: A C Wharton, Jr.	Phone: 901-545-4500




LOCAL PLAN

Juvenile Accountability Block Grant 2009 – 2010 Memphis and Shelby County, Tennessee

Local Plan for:

Shelby County, Tennessee
(City/County/Township)

Authorized Signature:

 06-24-09
A C Wharton, Jr., Mayor, Shelby County

Coordinated Enforcement Plan for Reducing Juvenile Crime

I. Project Narrative

A. Purpose Area #11

Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.

1. Nature, Scope and Degree of Problem

Juvenile Court of Memphis and Shelby County (MSC) is one of the largest specialized Juvenile Courts in the country and serves children and families of the largest county (Shelby) in the State of Tennessee. Based on 2006 United States Census Bureau estimates, the population for Shelby County, TN is 911,438. Nearly one third of that population is attributed to persons under 18 years old. MSC Juvenile Court operates a hardware secure facility 24 hours daily, 7 days weekly for juvenile defendants and detainees. Juvenile Court's statistics correspond to fluctuating local, state, and national trends. The Court's data reveals a slight decrease in the number of total juvenile complaints in 2008, down 3.06%. Conversely, serious and violent offenses increased from 1,116 in 2007 to 1,241 in 2008, up 11.2%. A total of 12,128 delinquency cases came to the attention of the Court in 2008; a decrease of 1.75% from 12,344 in 2007. The Court recorded a decrease in juveniles charged with Murder-1st Degree, 12 in 2007 to 5 in 2008, down 58.3%. Incidents of Aggravated Robbery declined from 258 in 2007 to 225 in 2008; reflecting a 12.8% decrease. Incidents of Aggravated Assault increased from 278 in 2007 to 291 in 2008, up 4.7%. Incidents of Aggravated Burglary increased sharply from 391 in 2007 to 503 in 2008 representing a 28.6% increase. Carjacking also reveals a dramatic increase from 18 in 2007 to 43 in 2008, up 138.9%.

During 2007, the Court handled a total of 18,771 children's cases - 12,344 delinquent, 1,678 unruly and runaway, 3,903 dependent and neglected 736 other-custody cases, and 110 traffic offenses. This Court joins others across the nation in dealing with the challenge of an ever-increasing number of youth presenting to the court on unruly or delinquent offenses with unmet mental health and substance abuse treatment needs.

2. Addressing the Problem/Evidence Based Program

Comprehensive Approach

Shelby County Government, under the oversight of the local JABG State Advisory Board Membership, proposed a comprehensive approach to effectively address local juvenile accountability (system and offender) issues and underlying causes. The comprehensive approach of Shelby County's proposal will develop and expand partnerships to more effectively address local problems and underlying causes to identify solutions, create and enhance resources, increase accountability, and decrease future delinquency. All individual projects represented in this proposal are based on national models and/or evidenced based practices.

Project stakeholders, that include but are not limited to local business, non-profits, schools, and government, will pursue a coordinated approach in addressing accountability issues relating to juvenile delinquents of Memphis and Shelby County.

Target Population

The population served will include male and female juvenile delinquents and youth of multiple municipalities/towns that together form Shelby County, TN. The program will target youth from Memphis, Arlington, Bartlett, Collierville, Germantown, Lakeland and Millington of Shelby County. All programs of this proposal will address minority youth and will reflect consistency with mandatory JABG Purpose Areas as all partnering agencies are enabled to be more effective and efficient in holding juvenile offenders accountable and reduce recidivism.

Program Administration

Shelby County Government will administer the program under the oversight of the State Advisory Board Membership who bears ultimate oversight of the local JABG program. The responsibilities include, but are not limited to monitoring process, performance and financial responsibility of the overall program and ensuring that proposed activities, being funded with JABG funds are geared toward reducing juvenile delinquency and promoting greater accountability in the juvenile justice system and for juveniles committing criminal offenses. The County's goal is to use the funds in a manner that will support and assist TCCY in complying with the Juvenile Justice Delinquency Prevention Act. Due to the culturally diverse composition of Memphis and Shelby County, service providers,

case managers and volunteer educators will be specially trained in cultural competence and will reflect the diverse population of the community. Records of all projects will be maintained in a manner that ensures protection of all juveniles' right to privacy and confidentiality.

Program Implementation

Shelby County proposes to implement three (3) separate programs within its primary County monitored JABG program that are collectively designed to reduce juvenile delinquency, effect improvements in the juvenile justice system, and increase accountability of juvenile offenders in the Memphis and Shelby County communities. All program activities will be implemented in the period, October 1, 2009 – September 30, 2010 and will run simultaneously through the period. All supplies and/or equipment purchases will be made by March 30, 2010 or as indicated in the specific project narratives. Quarterly reports of all program activity and measurable outcomes will be submitted to TCCY within 30 days of the close of the quarter and upon special request.

The applicant, Shelby County Government (SCG) proposes to implement a strategy developed to increase juvenile accountability. We request 2009-2010 JABG funds for the reduction of juvenile delinquency, improvement of the juvenile justice system, and increased accountability of juvenile offenders.

The County's overall program will focus on Purpose Area 11. Each partnering agency will also address Purpose Area 11.

1. Shelby County District Attorney (DA) General: The project has one goal – To hold violent juvenile offenders accountable for their behavior. The DA's office will accomplish this goal by effectively prosecuting juveniles that commit violent crimes. The TCCY continuation grant will assure that an experienced full-time assistant district attorney will be assigned to juvenile court to prosecute violent juvenile offenders. This project is associated with the Ohio evidenced-based program, RECLAIM. RECLAIM "provides for a balanced approach of enforcement, intervention, and prevention to hold juveniles accountable." The DA's program addresses the problem of an increasing caseload of violent juvenile offenders by assigning a well-trained, experienced prosecutor on the DA's staff to Juvenile Court.

2. Commission on Missing and Exploited Children (COMEC): Continuation funding is requested for risk and needs assessment related activities. COMEC will continue funding a Youth Programs Coordinator who coordinates the various COMEC programs designed to divert children from the juvenile justice system through prevention and intervention programs with the primary focus being on children who are runaways, engaged in substance abuse or other deviant behavior patterns. COMEC will also purchase drug and alcohol test kits. The TCCY funds will also assist COMEC's Teen Drug Hotline, which is a hotline for teens and parents who need counseling or assistance regarding teen drug use/abuse.

Program services will be modeled after the National Center for Missing and Exploited Children by disseminating information on missing children; helping locate missing children; assist victims of child abduction and sexual exploitation, their families, and the professionals who serve them; and provide technical assistance to individuals and law-enforcement agencies. The program is expected to serve 500 to 600 children.

3. Juvenile Court of Memphis and Shelby County: Continuation funding is requested for supplies to directly support the GOAL Program in the Volunteer Services Bureau (VSB). Supplies support the educational instruction of children in detention by enhancing and expanding educational experiences and opportunities and the recruitment of diverse volunteer educators. Approximately, 6,000 children annually are served through GOAL. The Court will purchase supplies that support the work of the GOAL Coordinator. Additionally, the continuation of computer system enhancements will enable Court staff to be more effective and efficient in working with children and youth brought to the Court's attention. As the entire system moves toward increased information sharing across categories and systems, it is vital that the Court have software technology compatible with other systems and modules to facilitate intra and inter agency connectivity.

Overall Purpose Area to be Addressed

PPA 11: Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.

Goals and Objectives of the Project

1. Goals:

To reduce juvenile delinquency, increase accountability within the juvenile justice system and for establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.

2. Objectives:

By December 2009, establish and maintain 3 programs within the County JABG program that should effectively decrease juvenile delinquency and recidivism while providing solutions to our local juvenile justice needs.

3. Output Measures

Number and percent of staff trained in accountability programming.
Number of hours of training about accountability programming.
Number of supervision meetings per youth per month.

4. Outcome Measures

Number and percent of youth to complete accountability program successfully.

Number of youth referrals across departments, organizations, agencies or units.

Number of days of program participation per youth.

Average percent of days youth received treatment/services.

Number and percent of youth assigned to alternatives to detention.

5. Project Evaluation:

Shelby County Government will administer and monitor progress of each individual agency providing services under the County's program and each of the partnering agencies will be responsible for collecting data at the point of service to aid in the evaluation of performance and effectiveness of services provided and to help ensure the efficient use of resources. All agencies will transfer data to a report and a TCCY financial report for quarterly submission to the Shelby County Government Office of Grant Coordination and Management. Additionally, the State Advisory Board Membership will meet quarterly to hear reports on the progress of the agencies and overall program. Program activities will be adjusted, within the original scope of the program, to achieve the greatest impact in establishing and maintaining accountability based programs designed to reduce recidivism.

II. Project Personnel

1. % Time devoted to the Project

All applicant staff will devote 100% time to the project. The District Attorney General's Office will assign a prosecutor to Juvenile Court to prosecute violent crimes. The Commission on Missing and Exploited Children will contract a Youth Programs Coordinator/Counselor. The counselor will work 40 hours weekly and devote 100% to the project to provide assistance in diverting youth and families from the juvenile justice system by providing counseling, substance abuse referrals and community education.

2. Degrees and Diplomas

Program staff has earned degrees and diplomas in the following areas: Law, Human Resource Development, Public Administration, Small Business Management and Education.

3. Personnel Qualifications

All personnel will possess the ability to effectively communicate. The prosecutor will possess a JD and a license to practice law in the State of Tennessee. The Youth coordinator will possess the following knowledge, skills and abilities: ability to effectively deliver educational services and to evaluate the success of educational services provided.

4. Other Personnel not paid through this Grant

The Office of Grant Coordination and Management will monitor this grant and perform administrative functions for the grant such as preparing and

submitting all comprehensive financial, progress and performance reports. Juvenile Court will also provide a Grants Coordinator. The Executive Director from COMEC will monitor drug counseling sessions and overall operation of the JABG program. The SCG Finance Department will monitor grant revenue and expenses for the SCG JABG grants accounts. An accountant from the DA's office will prepare financial reports and the Deputy District Attorney will supervise the prosecutor assigned to prosecute violent cases.

5. Organizational Chart

An organizational chart is on file at Shelby County Government and its primary partners. Primary partner agencies are Commission on Missing and Exploited Children, Juvenile Court and the District Attorney General's Office.

III. State Advisory Board Membership

The current advisory board membership is comprised of representatives from both City and County public and private institutions, such as law enforcement, nonprofit, City and County schools, community services agency, and others. Board membership requirements per TCCY have been met to form the voting body and exceeded to allow for additional non-voting members. Multiple cities in Shelby County such as Bartlett, Collierville, Germantown, and Millington are represented on the Board, which is culturally diverse as is Shelby County's juvenile population.

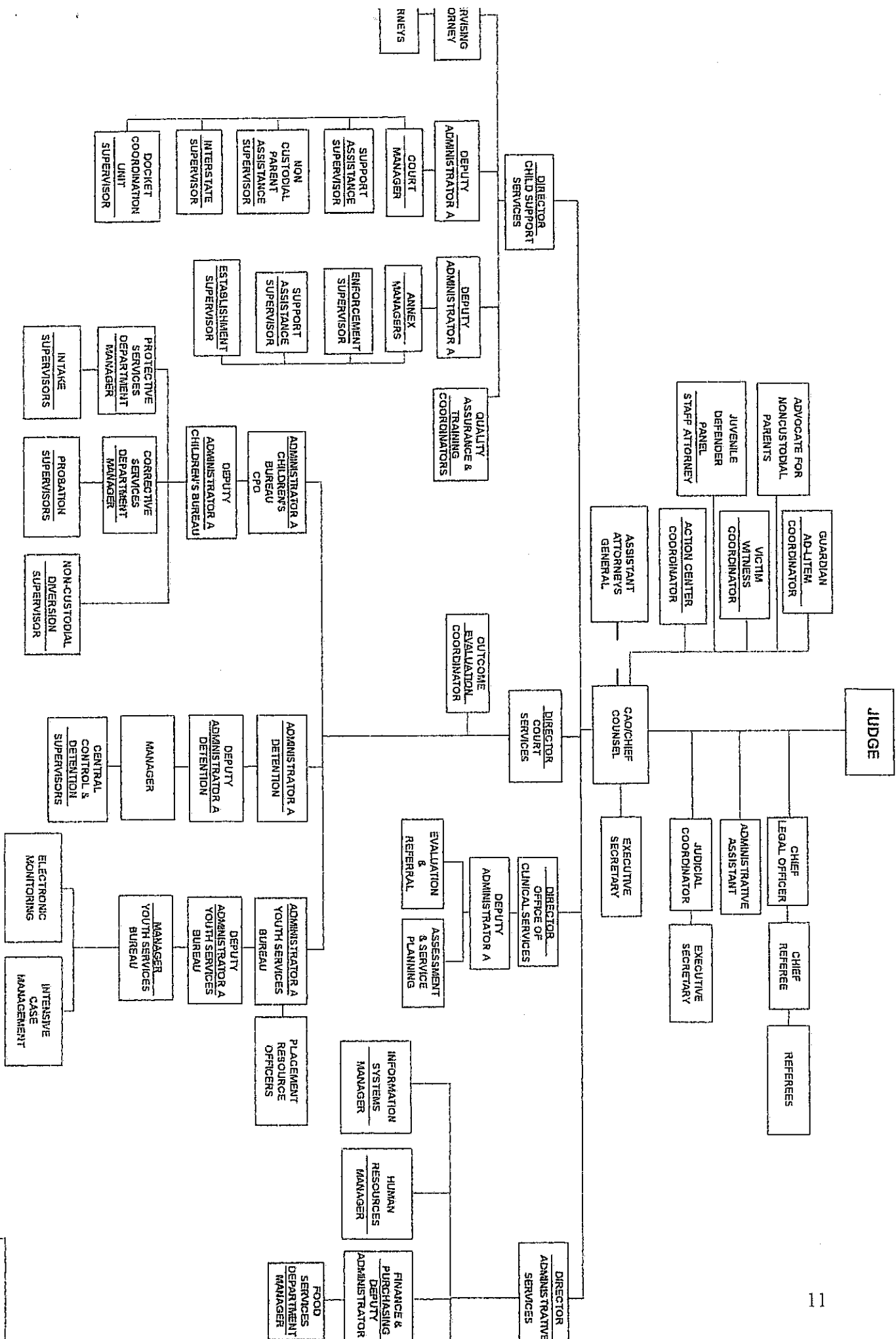
IV. Past Accomplishments

Shelby County Government has successfully implemented the JABG program in the past years serving thousands of children in the Memphis and Shelby County area. The Commission on Missing and Exploited Children has educated numerous parents and juveniles on drug education through various speaking engagements and outreach programs in the community. COMEC has provided free drug testing kits and a drug hotline. The GOAL program within Juvenile Court has continually been successfully improving through supplies and technology. The District Attorney General's Office has been working closely with the Tennessee Department of Children's Services to partner in their juvenile justice restorative justice initiatives.

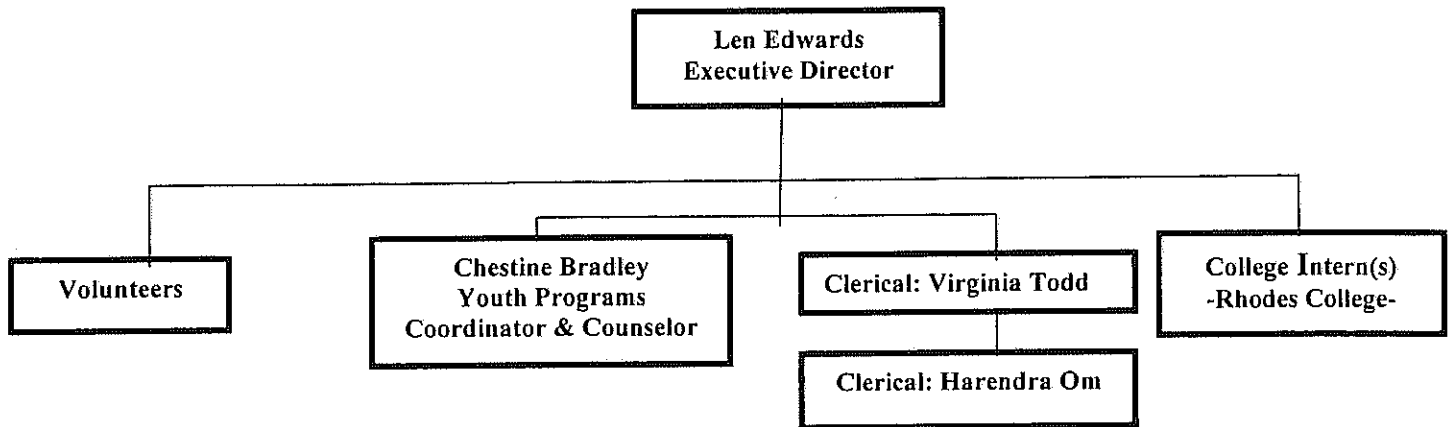
V. Future Funding Strategies

Future funding sources include the general operating budgets of Shelby County, fund raising, private donations and funding from other local corporations. Grants will be identified and sought for future funding.

JUVENILE COURT OF MEMPHIS AND SHELBY COUNTY, TENNESSEE ORGANIZATIONAL CHART FY-2007/2008



COMEC Organizational Chart:



Santa Ana College



Upon the recommendation of the Faculty and by authority of
the State of California confers upon

Christine Bradley Monroey

the degree of

Associate in Arts

with a Major in Business - Small Business Management

with all the Rights, Privileges and Honors appertaining thereto.

Given this 10th Day of June, nineteen hundred eighty-three

Paul H. [Signature]
President, Board of Trustees

William [Signature]
President of the College

NATIONAL UNIVERSITY

Be it known that the Board of Trustees upon recommendation of the Faculty
has conferred upon

CHESTINE BRADLEY

the degree of

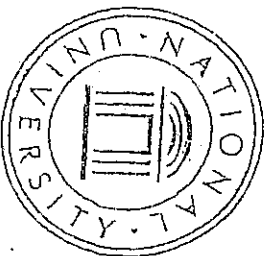
BACHELOR OF PUBLIC ADMINISTRATION IN CRIMINAL JUSTICE ADMINISTRATION

Summa Cum Laude

with all responsibilities, rights, and privileges pertaining thereto.

Given at San Diego, California, this Twenty-second day of July, 1990

CHAIRMAN OF THE BOARD



PRESIDENT OF THE UNIVERSITY



ANNOUNCEMENT

Be it known that the Board of Trustees upon recommendation of the faculty and by virtue of the authority vested in it by law has conferred upon

Chrestine Bradley

the degree of

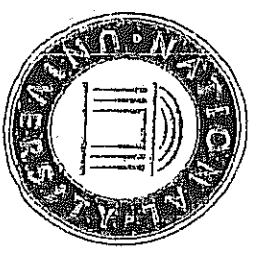
Master of Arts

in

Human Resources Management

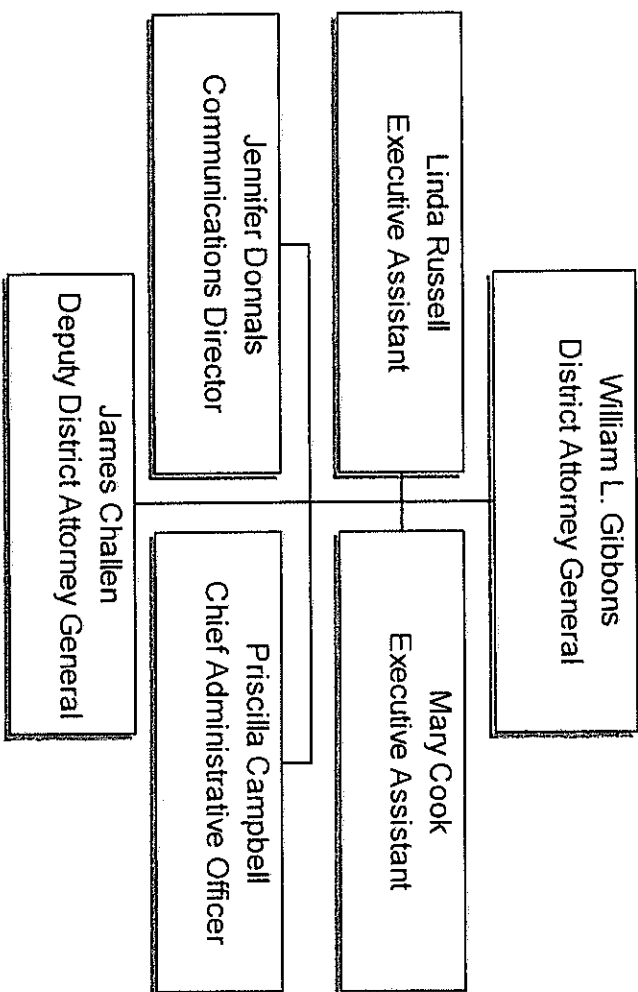
with all rights, responsibilities, and privileges thereto appertaining.
Given at San Diego, California, this nineteenth day of October, 1997.

John J. ...
Officer of the Faculty

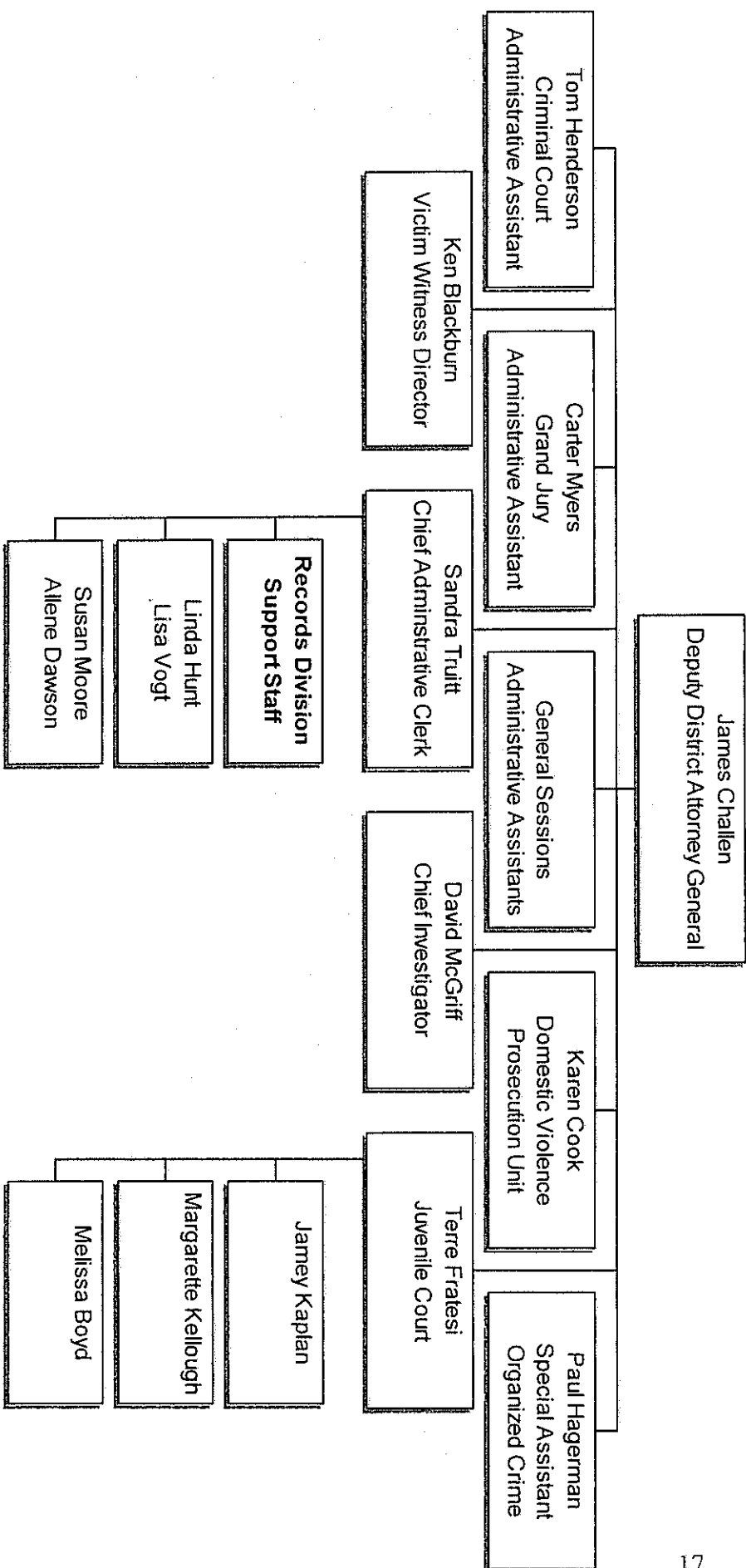


...
President of the University

District Attorney General
30th District



District Attorney General
30th District



SUPREME COURT OF TENNESSEE



The Board of Law Examiners Having Certified That

Clarence J. Fratoni

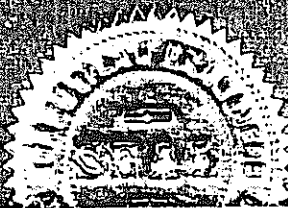
is a person of good moral character, of proper age, and well versed in Law and its practice, the

Court accordingly issues this

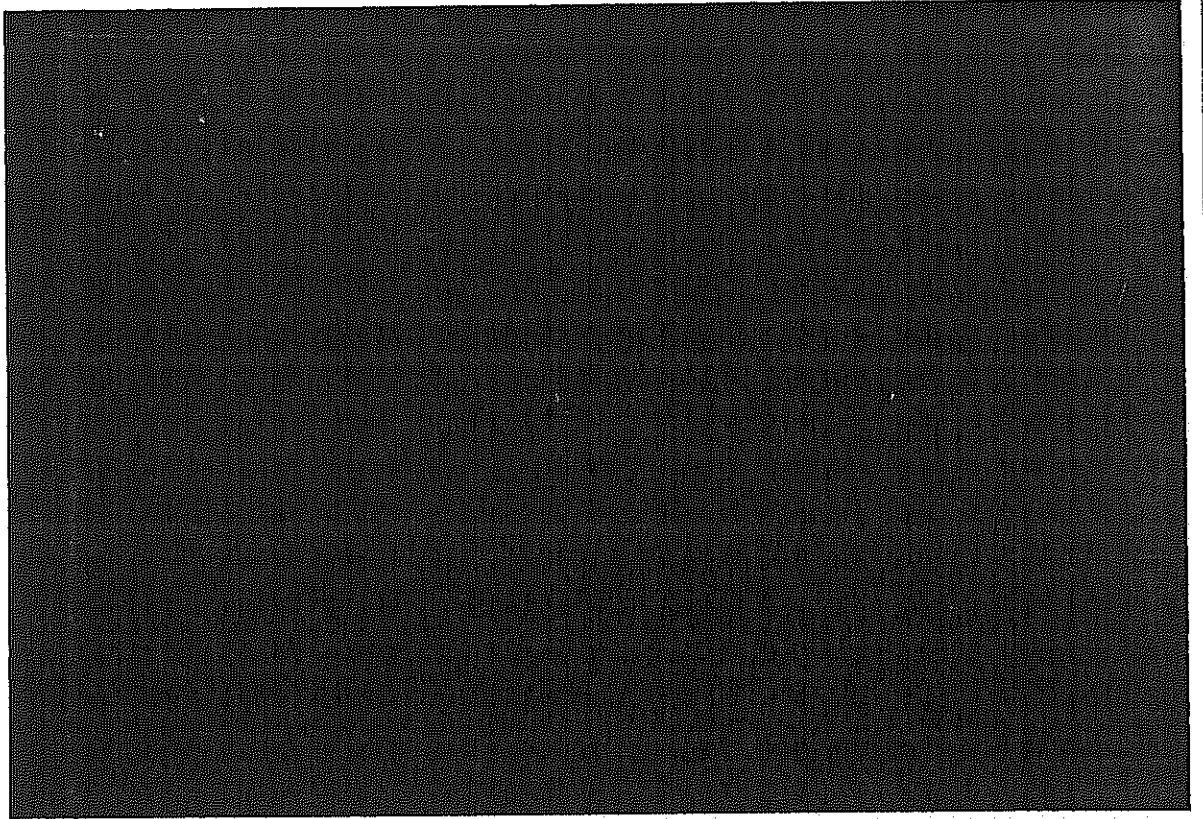
License to Practice Law

In All the Courts of the State of Tennessee

Given at the City of Nashville, A.D. 1989



Wm. H. B. Brown
R. H. Cooper



Memphis & Shelby County State Advisory Board Membership (SABM)
Juvenile Accountability Block Grant (JABG)
Wednesday, April 15, 2009

PLEASE SIGN IN WITH BLUE INK:

<p>Chestine Bradley, Alcohol & Drug Counselor COMEC Ph: (901) 405-8441 F: (901) 405-8542 Email: bradley-c@shelbyjuvenilecourt.com</p> <p>Signature: <u>Chestine Bradley</u></p>	<p>Priscilla Campbell, CAO District Attorney General's Office Ph: (901) 545-5955 F: (901) 527-7950 Email: priscilla.campbell@scdag.com</p> <p>Signature: _____ Proxy: Dana Dockery</p>
<p>Dana Dockery, Accounting Manger District Attorney General's Office Ph: (901) 545-2263 F: (901) 545-3937 Email: dana.dockery@scdag.com</p> <p>Signature: <u>Dana Dockery</u></p>	<p>Sgt. Len Edwards, Executive Director MPD (Sgt)/COMEC Ph: (901) 405-8441 F: (901) 405-8542 Email: comec@comec.org</p> <p>Signature: <u>Len Edwards</u></p>
<p>Sherry Schedler, Manager Juvenile Court Ph: (901) 405-8526 F: (901) 405-8839 Email: sschedler@shelbyjuvenilecourt.com</p> <p>Signature: <u>Sherry Schedler</u></p>	<p>Larry Scroggs, CAO Juvenile Court Ph: (901) 405-8518 F: (901) 405-8839 Email: lwood@shelbyjuvenilecourt.com</p> <p>Signature: _____ Proxy: Sherry Schedler</p>
<p>Heidi Verbeek, Deputy Director SCG Community Services Ph: (901) 545-4357 F: (901) 545-4208 Email: heidi.verbeek@shelbycountyttn.gov</p> <p>Signature: <u>Heidi Verbeek</u></p>	<p>Ronnie Clark, Youth Service Coordinator Bartlett Police Department Ph: (901) 388-5500 ext. 318 F: (901) Email: rclark@bartlettpolice.org</p> <p>Signature: _____ REPRESENTATIVE # 1 (Police)</p>
<p>Mamie Jones, Juvenile Court Ph: (901) F: (901) 405-8518 E-mail: majones@shelbycountyttn.gov</p> <p>Signature: <u>Mamie Jones</u></p>	<p>Trisha Monteil, Juvenile Court Ph: (901) 405-8518 F: (901) 405-8839 Email: monteil-t@shelbyjuvenilecourt.com</p> <p>Signature: <u>Trisha Monteil</u></p>

<p>Pamela Small, Grants Manager City of Memphis Ph: (901) F: (901) E-mail: Signature: _____</p>	<p>Sabrina Anderson Boys and Girls Club of Memphis Ph: (901) 278-2947 F: (901) 274-5460 E-mail: sanderson@bgcm.org Signature: <u>Sabrina Anderson</u></p>
<p>Anna M. Whalley, Manager SCG Crime Victims Center Ph: (901) 545-4357 F: (901) 545-4208 E-mail: anna.whalley@shelbycountyttn.gov Signature: <u>Anna M. Whalley</u></p>	<p>Carol Adams, Grants Coordinator SCG Community Services Grants Management Ph: (901) 545-3159 F: (901) Email: carol.adams@shelbycountyttn.gov Signature: <u>Carol Adams</u></p>
<p>Name: Agency: Ph: (901) F: (901) Email: Signature: _____</p>	<p>Name: Agency: Ph: (901) F: (901) Email: Signature: _____</p>
<p>Name: Agency: Ph: (901) F: (901) Email: Signature: _____</p>	<p>Name: Agency: Ph: (901) F: (901) Email: Signature: _____</p>
<p>Name: Agency: Ph: (901) F: (901) Email: Signature: _____</p>	<p>Name: Agency: Ph: (901) F: (901) Email: Signature: _____</p>

MINUTES
MEMPHIS AND SHELBY COUNTY
STATE ADVISORY BOARD (SAB)
JUVENILE ACCOUNTABILITY BLOCK GRANT (JABG)

A regular meeting of the Memphis and Shelby County State Advisory Board (SAB) was held at Juvenile Court of Memphis and Shelby County, 616 Adams, Memphis, Tennessee on Wednesday, April 15, 2009 at 2:00 p.m., Room 307.

Heidi Verbeek called the meeting to order at 2:03 p.m. The following individuals attended:

Heidi Verbeek	Anna M. Whalley	Mamie Jones	Carol Adams
Dana Dockery	Sherry Schedler	Sabrina Anderson	
Chestine Bradley	Trisha Monteil	Sgt. Len Edwards	

Minutes taken by Tara Lomax.

Heidi introduced Carol Adams, the new grants coordinator.

Minutes

GRANT FUNDING

This year we will be rewarded over \$199,000. This is an increase of approximately \$17,000 from the prior year. We need to begin to consider how funds will be allocated.

Timeline

May 5th - JABG applications are due to Carol
(**Send them all electronically**) Carol will send the applications to you, so that you can have them back and completed by the 5th.

May 12th - Meeting to discuss funds requested any budget issues.

June 24th - Due date for submittal of JABG application.

When deciding who will receive funding this year, everyone should be cognizant that it has to be a different program if it has currently been operating for two years.

Len Edwards feels that the supplies should still be allowed for Juvenile Court as long as they go toward a separate program even though they have received this funding for the last two years. Sherry Schedler responded that so far the software requests by Juvenile Court are different to renew or enhance the software in different areas. If not from JABG, there would probably be nowhere for the money to come from.

Anna Whalley asked if the 2-year rule was decided upon by the committee or the grant. Len Edwards responded that it seemed that there were only a select few from the committee who proposed the 2-year ruling, but that the rule was possibly not agreed upon as a whole. Sherry Schedler responded that she thought that the intent with the 2-year ruling was so that the grant monies did not continue to fund the same program over and over. Heidi Verbeek added, and also, to ensure that those programs were seeking other avenues of revenue for funding.

Carol Adams will send out the application this afternoon to everyone. The committee will meet again on May 12th to discuss any budget issues.

PURPOSE AREA

TCCY wants us to report under one purpose area. It becomes difficult to consolidate when programs do not submit under one purpose area.

Chestine Bradley asked if guidelines had been changed to only Purpose Areas 11 and 12. Heidi Verbeek responded that that could be possible, but there wasn't any documentation found on the website to support that. It could be that those guidelines were for the state funded grant, and not the pass-through grant application. We have been chastised in the past for reporting under different purpose areas. Len Edwards suggests that we report under Purpose Areas 11 or 12. The Advisory Board is in agreement that Purpose Area 11 is broad and vague enough to fit all areas under it for reporting purposes. From now on, everyone will report under Purpose Area 11.

GOALS AND OBJECTIVES

Heidi Verbeek would like the Advisory Board to re-evaluate and determine goals and objectives. She feels that, in the past, the previous numbers were unattainable regarding recidivism. She wants to ensure that all goals are agreed upon by all parties. The goals will be discussed at the next meeting for the consolidated application, although they will be broken down per agency. Shelby County is a very unique applicant, because we have multiple agencies and are contracting services.

REPORTING AND APPLICATION SUBMISSIONS

From now on, all reporting should be done electronically to cut down on some of the paperwork, except those documents that require an original signature.

Len Edwards suggests that strict deadlines are set at the beginning of the application process and adhered to, so that no one can come in at the last minute and add an application. Heidi Verbeek assures everyone that we will stick to a strict timeline out of fairness to everyone. We will, also, make sure that we include everyone that has been involved in the past to keep people from trying to come aboard at the last minute. Tara Lomax will check the previous meetings sign-in sheets for attendees from the last two years, and they will be informed of our intent to re-apply, so that they can submit any applications if they wish to participate.

Sherry Schedler brought a copy of Juvenile Court stats for any parties who wanted to use them to assist in the application process.

SITE VISIT

Zanira Whitfield from TCCY will be doing a site visit on April 22, 2009. She will meet with Priscilla (DAG), COMEC, and Mamie at Juvenile Court. Terre Fratesi won't be able to meet with her during this visit, because of personal reasons.

OTHER

Juvenile Court employees' e-mail addresses have changed to @shelbycountyttn.gov. Mamie Jones is listed under Mamie G. Jones, because there is another employee whose name is Mamie Jones.

COMEC asked Sherry for a letter of support, but one letter of support will be done in support everyone that is being funded.

Meeting was adjourned at 2:37p.m.

BUDGET NARRATIVE 2009- 2010

A. Personnel

1. Salary Federal: \$83,046 Match: \$9,227 Total: \$92,273
Assistant District Attorney (DA) – 100% effort devoted to prosecuting violent crimes at Juvenile Court. The federal amount requested for the prosecutor's salary at 100% effort is \$83,046. The match provided is \$9,227 ($\$92,273 \times 10\%$)

2. Fringe Federal: \$21,771 Match: \$2,419 Total: \$24,190
Assistant District Attorney (DA) – Fringe requested are computed at a total cost of \$24,190. The federal amount requested is \$21,771 and the match is \$2,419 ($\$24,190 \times 10\%$).

B. Equipment Federal: \$0 Match: \$0 Total: \$0

C. Travel Federal: \$0 Match: \$0 Total: \$0

D. Consultants Federal: \$87,678 Match: \$9,742 Total: \$97,420
COMEC will receive funds for a Youth Programs Coordinator – 100% effort devoted to provide education and counseling to juveniles and parents. The federal amount requested for the coordinator's salary at 100% effort is \$37,440. The match is \$4,160 ($\$41,600 \times 10\%$). Fringe requested are computed at a total cost of \$7,114. The federal amount requested is \$6,402 and the match is \$711 ($\$7,114 \times 10\%$). COMEC will contract services with Manpower (payroll service provider) to prepare and distribute payroll checks and to maintain payroll records. Administrative fees are \$49.60/wk for a total of 52 weeks. The federal amount requested is \$2,321 and the match is \$258 ($\$2,579 \times 10\%$). Travel funds will be used for Youth Program Coordinator for mileage reimbursement to various COMEC events, Seminars, Training classes and meetings. Mileage is estimated at 200 miles x \$0.54 per mile. The federal amount requested is \$97 and the match is \$11 ($\$108 \times 10\%$). COMEC will use supply/operation funds to purchase Drug Test Kits, Lab Kits, promotional items such as signs, banners, table cloths and office supplies such as paper, stationary, markers, pens, etc. The federal amount requested is \$12,056 and the match is \$1,340 ($\$13,396 \times 10\%$). COMEC will use communication funds to provide a Hotline for teens and parents who need counseling or assistance regarding teen drug use/abuse. The federal amount requested is \$2,236 and the match is \$248 ($\$2,484 \times 10\%$). Juvenile Court will contract services for computer system enhancements. The federal amount requested is \$27,126 and the match is \$3,014 ($\$30,140 \times 10\%$).

E. Supplies/Operations Federal: \$7,290 Match: \$810 Total: \$8,100
Juvenile Court will use supply/operation funds to purchase educational and training supplies and 2 document image scanners for the GOAL program. The federal amount requested is \$7,290 and the match is \$810 ($\$8,100 \times 10\%$).

F. Communications Federal: \$0 Match: \$0 Total: \$0

H. Budget Totals Federal: \$199,785 Match: \$22,198 Total: \$221,983

Match provisions: Each agency (primary and sub-recipient) will provide matching funds of 10% of the total project cost.

Project Personnel

1. % Time devoted to the Project

All applicant staff will devote 100% time to the project. The District Attorney General's Office will assign a prosecutor to Juvenile Court to prosecute violent crimes. The Commission on Missing and Exploited Children will contract a Youth Programs Coordinator/Counselor. The counselor will work 40 hours weekly and devote 100% to the project to provide assistance in diverting youth and families from the juvenile justice system by providing counseling, substance abuse referrals and community education.

2. Degrees and Diplomas

Program staff has earned degrees and diplomas in the following areas: Law, Human Resource Development, Public Administration, Small Business Management and Education.

3. Personnel Qualifications

All personnel will possess the ability to effectively communicate. The prosecutor will possess a JD and a license to practice law in the State of Tennessee. The Youth coordinator will possess the following knowledge, skills and abilities: ability to effectively deliver educational services and to evaluate the success of educational services provided.

4. Other Personnel not paid through this Grant

The Office of Grant Coordination and Management will monitor this grant and perform administrative functions for the grant such as preparing and submitting all comprehensive financial, progress and performance reports. Juvenile Court will also provide a Grants Coordinator. The Executive Director from COMEC will monitor drug counseling sessions and overall operation of the JABG program. The SCG Finance Department will monitor grant revenue and expenses for the SCG JABG grants accounts. An accountant from the DA's office will prepare financial reports and the Deputy District Attorney will supervise the prosecutor assigned to prosecute violent cases.

5. Organizational Chart

An organizational chart is on file at Shelby County Government and its primary partners. Primary partner agencies are Commission on Missing and Exploited Children, Juvenile Court and the District Attorney General's Office.

Past Accomplishments

Shelby County Government has successfully implemented the JABG program in the past years serving thousands of children in the Memphis and Shelby County area. The Commission on Missing and Exploited Children has educated numerous parents and juveniles on drug education through various speaking engagements and outreach programs in the community. COMEC has provided free drug testing kits and a drug hotline. The GOAL program within Juvenile Court has continually been successfully improving through supplies and technology. The District Attorney General's Office has been working closely with the Tennessee Department of Children's Services to partner in their juvenile justice restorative justice initiatives.

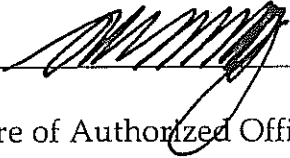
Future Funding Strategies

Future funding sources include the general operating budgets of Shelby County, fund raising, private donations and funding from other local corporations. Grants will be identified and sought for future funding.



State of Tennessee
Tennessee Commission on Children and Youth
JABG Pass-Through Grants
Certified Assurances

- ♦ Applicant agrees that no person, including prevention policy board members, project staff, and participants, on the basis of race, color, national origin, age, or handicap, will be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the program receiving Federal JABG Pass-Through funding.
- ♦ Applicant agrees to employ culturally sensitive and competent staff and to ensure that ongoing training is provided.
- ♦ Applicant agrees to comply with all requirements of the Americans with Disabilities Act (ADA).
- ♦ Applicant agrees to maintain the confidentiality of all records of youth involved with the project and to keep such records in a secured location with limited access.
- ♦ Applicant agrees that project staff will interact with the TCCY Regional Coordinators, including participation with the Regional Council.
- ♦ Applicant agrees to make a presentation to the Tennessee Commission on Children and Youth relative to the progress and activities of the project, if requested.
- ♦ Applicant agrees that Federal JABG Pass-Through funds will not be used to supplant local, state, or other funding which has been decreased or discontinued.
- ♦ Applicant assures that a JUVENILE CRIME ENFORCEMENT COALITION has been convened prior to submission of this application, has developed and approved the application, and will be the decision-making body for the implementation of this project; and that a complete list of JUVENILE CRIME ENFORCEMENT COALITION members has been completed using the form provided in this application.



Signature of Authorized Official

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No.A-21, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements-28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal Funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguard to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal Sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental protection Agency's (EPA-list of Violating Facilities and that it will notify the federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposed for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470). Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environment Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will Provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

OJP FORM 4000/3 (Rev. 1-93) PREVIOUS EDITIONS ARE
OBSOLETE ATTACHMENT TO SF-424

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above assurances.

1. Grantee Name and Address:

Shelby County Government
160 North Main, Suite 801
Memphis, TN 38103-1812

2. Project Name

Shelby County JABG Program

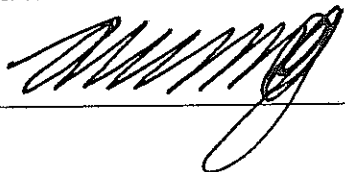
3. Grantee IRS/Vendor Number

62-60000841

4. Typed Name and Title of Authorized Representative

A C Wharton, Jr., Mayor

5. Signature



6. Date

06-24-09



Juvenile Court of Memphis and Shelby County

616 ADAMS AVENUE MEMPHIS, TENNESSEE 38105

CURTIS S. PERSON
JUDGE

May 20, 2009

Mrs. Linda O'Neal, Executive Director
Tennessee Commission on Children and Youth
Andrew Johnson Tower, 9th Floor
710 James Robertson Parkway
Nashville, TN 37243-0800

Dear Mrs. O'Neal:

I am pleased to learn that Shelby County Government is applying for Juvenile Accountability Block Grant (JABG) funds on behalf of children and families in our community. Shelby County's proposal seeks funding for projects that help our local community reduce juvenile delinquency and promote greater accountability within the juvenile justice system.

The full proposal calls for funding projects on behalf of Juvenile Court of Memphis and Shelby County, Shelby County District Attorney General, and the Commission on Missing and Exploited Children (COMEC). All projects enhance services to children and families in accordance with federal guidelines and are approved by the local State Advisory Membership Board (SAMB).

The Court's individual proposal, Improving Juvenile Court Services through Supplies and Technology, will provide much needed supplies and computer system enhancements. Supplies will support the Greater Opportunities for Additional Learning (GOAL) Program, which served thousands of youth last year. GOAL is an impressive and cost effective example of how funding is maximized using local solutions for local problems. Training supplies will augment the Court's Training Coordinator with materials for staff training and the training library. Professional services for computer system enhancements will enable the Court to meet demands for new reporting requirements, improved tracking, and specialized data requests as juvenile justice moves toward improved information sharing.

Shelby County proposes to utilize 2009-2010 JABG funds to implement projects subsequent to mandated program purpose areas, evidenced-based strategies, and best practice research. All SAMB approved projects assist Juvenile Court in community-wide delinquency prevention and intervention efforts, while promoting greater accountability within the juvenile justice system. I wholeheartedly support Shelby County's complete proposal and hope you will give it your full consideration. Please contact me if further assistance is needed.

Sincerely,

Curtis S. Person

Tennessee Commission on Children and Youth

Title VI Self-Survey

Please mark (x) on type of funding: FF ____ Title V ____ JABG ____
EUDL ____ CASA ____ SS/RA ____

Survey Date: ____/____/____

Implementing Agency	Street Address	City	County	Zip Code
Head of Agency	Title	TCCY Monitor	Title	
1) Is this a minority owned agency? YES ____ NO ____	2) Is this a minority-managed agency? YES ____ NO ____		Does this agency serve primarily minority youth? YES ____ NO ____	
4) What is the racial composition of the Advisory Group or Governing Board? (No percents use whole numbers only) Total ____ Caucasian ____ African American ____ Hispanic ____ Multi-racial ____ Other ____				
5) If no minority persons are on the Advisory Group or Board and if minorities represent at least 5% of the population in the geographic service area, what steps will be taken to obtain minority representation on the Advisory Group or Board? _____ _____				
6) Does your agency have a written policy stating that services will be provided to all persons without regard to race, color, or national origin? YES ____ NO ____ If yes, attach a copy!				
7) Are notices of non-discrimination posted in conspicuous places, available to all staff and clients? YES ____ NO ____				
8) Do you have a Title VI poster and brochure from TCCY? YES ____ NO ____		9) Do your Title VI posters show the name of the TCCY Monitor to whom complaints should be referred? YES ____ NO ____		
10) Are permanent records kept of all Title VI complaints? YES ____ NO ____		11) Does the grantee have an Affirmative Action Plan? YES ____ NO ____		12) Is there a 504 Self Evaluation on file? YES ____ NO ____
13) Does your agency have policies and procedures relevant to all Civil Rights laws, such as, Title VI & Title VII of the Civil Rights Acts of 1964, Rehabilitation Act of 1973, Age Discrimination Act of 1975, American Disabilities Act, and Tennessee Public Chapter 502? YES ____ NO ____				

Title VI Self-Survey.xls
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Tennessee Commission on Children and Youth Title VI Self-Survey

Please mark (x) on type of funding: FF ____ Title V ____ JABG ____
CASA ____ SS/RA ____

Survey Date: ____/____/____

14) Is Title VI information disseminated to your employees and your clients/applicants?
YES ____ NO ____ If yes, how are employees informed?

How are clients/applicants informed?

15) Are staff members periodically re-oriented or refreshed on information detailing their Title VI responsibilities?
YES ____ NO ____ If yes, state by whom and how often?

16) Are all physical areas (exits, waiting rooms, restrooms, etc.) provided and used without regard to race, color or national origin of clients? YES ____ NO ____

17) Does the agency disseminate information concerning the program and services in a manner to effectively reach minority communities? YES ____ NO ____

18) Please indicate as of this date the racial composition of children/youth served by your program or agency.
(No percents use whole numbers only)

Caucasian ____ # Hispanic ____ # Other ____
African American ____ # Asian ____ # Multi-racial ____ Total ____

19) Please indicate as of this date the racial composition of staff/employees, excluding the Advisory Group or Board covered by the previous question, serving children and youth in your program or agency.

(No percents use whole numbers only)
Caucasian ____ # Hispanic ____ # Other ____
African American ____ # Asian ____ # Multi-racial ____ Total ____

20) Please indicate as of this date the racial composition of volunteers your program or agency has.
(No percents use whole numbers only)

Caucasian ____ # Hispanic ____ # Other ____
African American ____ # Asian ____ # Multi-racial ____ Total ____

21) How does your program or agency affect minorities or females?

22) When did you last conduct civil rights training for your staff?

Date: ____/____/____

**Tennessee Commission on Children and Youth
Title VI Self-Survey**

Please mark (x) on type of funding: FF ____ Title V ____ JABG ____
CASA ____ SS/RA ____

Survey Date: ____/____/____

23) Has there been any client grievances filed against your agency? YES ____ NO ____
If yes, how many? ____ What were the nature of the grievances, dates, and other pertinent information?

24) Is there a particular Title VI area in which you would like assistance? Please Describe:

I declare that I have reviewed and approved the information provided in this Self-Survey and to the best of my knowledge and belief, it is true, correct, and complete.

Signature:

Date:

Telephone number: () -

Email Address:

IMPORTANT!! This Self-Survey must be submitted to the TCCY Central Office in Nashville annually within 90 days of receiving funding from TCCY.

Title VI Self-Survey.xls
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